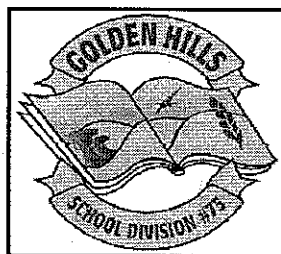


COLLECTIVE AGREEMENT

BETWEEN



THE GOLDEN HILLS SCHOOL DIVISION NO. 75

AND

CUPE / *Canadian Union
of Public Employees*

LOCAL 2347

SEPTEMBER 1, 2010 TO AUGUST 31, 2012

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THIS AGREEMENT

BETWEEN

**THE GOLDEN HILLS SCHOOL DIVISION NO. 75
(hereinafter called the "Employer")**

OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2347
(hereinafter called the "Union")**

OF THE SECOND PART

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- 1.1 To maintain the existing harmonious relations of employment between the Employer and the Union.
- 1.2 To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work, and scale of wages referred to in the Agreement.
- 1.3 To encourage efficiency in operation and safe working conditions.
- 1.4 To promote the morale, well being and security of all the employees in the bargaining unit.

AND WHEREAS it is desirable that methods of bargaining and matters pertaining to the working conditions of the employee, as defined by the Alberta Labour Relations Board Certificate No. 136-95, be drawn up in this Agreement.

It is agreed as follows:

ARTICLE 2 - RECOGNITION

- 2.1 The Employer is defined as the Board of Trustees of the Golden Hills School Division No. 75 or its designated agents or administrators.

- 2.2 Under the terms of the Certificate No. 136-95 granted under the Labour Relations Code, the Employer recognizes the Union as the sole collective bargaining agency for all support staff employees in Drumheller excluding custodial personnel and bus drivers, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, and in matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.3 No employees under Certificate No. 136-95 shall be required to, or permitted to, make any written or verbal agreement that conflicts with the terms of this Agreement.
- 2.4 Employees of the Employer whose jobs are not in the bargaining unit shall not work (on a regular basis) on any jobs or carry out any duties normally done by members of the bargaining unit.

ARTICLE 3 - EMPLOYEE CATEGORIES

- 3.1 The term "Regular Employee" denotes all employees falling within the scope of this Agreement who are employed in a full-time **or part-time** position of a continuing nature, and who have successfully completed their probationary periods. Unless otherwise qualified, the word "employee" shall mean a "regular employee".
- 3.2 A "Regular Part-Time Employee" is a person who normally works on a regular basis a lesser number of hours than provided for in the present Agreement but more than one-third (1/3) of the weekly normal hours averaged over a four (4) week period. A regular part-time employee shall be entitled to those benefits of this Agreement on a pro-rata basis.
- 3.3 A "Casual Employee" is one called in occasionally or intermittently by the Employer to replace any employee or to supplement regular staff coverage in situations of unforeseen staff shortage or emergencies. A "Casual Employee" **shall be entitled to those benefits of this Agreement, except sick leave and seniority, on a pro-rata basis where the carrier permits.** A "Casual Employee" shall advance from Start Rate to After One Year Rate as set out in the Salaries Appendix upon completion of **1,182** hours of work.

3.4 Probationary Period

Probationary employees are all persons initially hired on trial to determine their suitability and compatibility for continued employment. An employee shall be considered probationary for the first six (6) working months of employment. During this period of probation, an employee shall not be considered as having regular status and shall not be entitled to seniority accruing to regular employees nor shall she have recourse to the Grievance Procedure and may be discharged at the sole discretion of the Employer.

- 3.5 Subject to paragraph 3.4, the Employer shall twice provide an evaluation in writing of each probationary employee, once during her probationary period and prior to the completion of her probationary period.

ARTICLE 4 - DISCRIMINATION

- 4.1 Both Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoffs, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status or place of residence providing the residence is within the boundaries of the Division, nor by reason of her membership or activity in the Union, or any other reason.

ARTICLE 5 - UNION SECURITY

- 5.1 All present members shall remain members, and all new employees shall become members of the Union within thirty (30) working days of beginning employment with the Employer.
- 5.2 The Union shall, in writing, inform the Employer's Secretary-Treasurer of the amounts of union dues established by the Union from time to time.
- 5.3 The Employer shall deduct the required dues, as established in clause 5.2, from the employee's salary.
- 5.4 The Employer shall remit the collected dues to the **National Secretary-Treasurer of the Canadian Union of Public Employees accompanied by a list of names of the employees from whose wages the deductions have been made, the amount deducted from each employee and the pay period covered by the deduction.**

ARTICLE 6 - BOARD PREROGATIVES

- 6.1 The Employer, on its own behalf and on behalf of the electors of the school jurisdiction, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the Laws of the Province of Alberta and including all those historical, traditional and residual rights of management not specifically limited by the expressed terms within this Agreement.

ARTICLE 7 - INTERVIEWING OPPORTUNITY

- 7.1 A representative of the Union shall be given the opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment during the last thirty (30) minutes of the employee's working day, for the purpose of discussing with the new employee the benefits and duties of Union membership and her responsibilities and obligation to the Employer and the Union.

ARTICLE 8 - NO CESSATION OF DUTIES

- 8.1 During the term of this Agreement, there shall be no strikes or disruption of duties taken by the Union or by any of its members against the Employer nor shall there be any lockouts taken by the Employer.

ARTICLE 9 - SENIORITY

- 9.1 Seniority is defined as the length of service in the current term of employment, and in the bargaining unit and shall be one of the factors used in determining preference or priority for promotions, transfers and demotions. Seniority shall operate on a bargaining-unit-wide basis except layoff and recall. An up-to-date seniority list shall be sent to the Union in January each year. In addition a copy of the seniority list shall be available to each member in the bargaining unit.

- 9.2 Upon successful completion of her probationary period, an employee's initial date of hiring will be established as her date of commencement and seniority shall be credited back to the commencement date.

9.3 Seniority During Absence

If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, she shall not lose seniority rights. An employee shall only lose her seniority rights in the event:

- a) She is discharged for just cause and is not reinstated.
- b) She resigns.
- c) After a lay-off, she fails to return to work within seven (7) calendar days after being notified, by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.

9.4 Role of Seniority in Lay-Offs

a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their departmental seniority. The Departments are: Secretarial and Education.

b) Recall Procedure

Employees shall be recalled in the order of their seniority.

c) No New Employees

No new employees shall be hired for the period of one (1) year until those laid off possessing the required qualifications have been given an opportunity of recall.

d) Advance Notice of Lay-Off

The Employer shall notify employees who are to be laid off according to the requirements of the Alberta Employment Standards Code:

- i) 1 week, if the employee has been employed by the Employer for more than 3 months, but less than 2 years;**
- ii) 2 weeks, if the employee has been employed by the Employer for 2 years or more but less than 4 years;**
- iii) 4 weeks, if the employee has been employed by the Employer for 4 years or more but less than 6 years;**
- iv) 5 weeks, if the employee has been employed by the Employer for 6 years or more but less than 8 years;**
- v) 6 weeks, if the employee has been employed by the Employer for 8 years or more but less than 10 years; or**
- vi) 8 weeks, if the employee has been employed by the Employer for 10 years or more.**

In the event of a strike by another bargaining unit within this school jurisdiction, three (3) days notice would be required when laying off employees. Laying off would be without pay.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.1 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Recording Secretary of the Union in writing and post notice of the position on all relevant bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position. All positions shall be posted internally for a minimum of three (3) days prior to being

posted externally.

10.2 Information in Posting

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

10.3 Role of Seniority in Promotions and Transfers

Both parties recognize:

- a) the principle of promotion with the service of the Employer; and
- b) that job opportunity should increase in proportion to length of service.

Therefore, where, in the opinion of the Board, the employees' qualifications, skills and ability are equal, in the selection for staff changes, transfers or promotions, the appointment shall be made of an applicant with the greatest seniority.

10.4 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared regular after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position, wage or salary rate, without loss of seniority.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.1 Procedure

In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed:

- a) An employee may be dismissed, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. The Employer shall advise the employee in writing the reasons for discharge following the discharge.

b) The Employer may suspend an employee. The employee and the Union shall be advised promptly in writing by the Employer of the reason for the suspension. Failure to conform to the requirements of this clause shall render the suspension null and void.

11.2 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 21, Grievance Procedure. Steps I and II of the Grievance Procedure shall be omitted in such cases.

11.3 Warning

Whenever the Employer or his authorized agent deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

11.4 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning her work within ten (10) working days of the event of the complaint, with copies to the Union and to the CUPE Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of her record for use against her in regards to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to any employee's advancement or standing with the Employer, whether or not it relates to her work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of her record. The records of a complaint against an employee shall be destroyed after twenty four (24) months provided that no subsequent letters of reprimand or adverse reports are issued to the employee during that period.

11.5 Performance evaluations completed as an on-going appraisal of an employee shall form a part of the employee's permanent record.

ARTICLE 12 - HOURS OF WORK

12.1 The regularly scheduled work week for regular employees will be 6 to 7 1/2 hours per day, 30 to 37 1/2 hours per week in five (5) consecutive days.

12.2 Regular part-time employee are those employees who regularly work less hours as specified in Article 3.

12.3 The days of work shall be dispersed as per the table below:

Classification	Instructional Days	Statutory Holidays	Discretionary Days	Total Days
Education Program Assistant II (Non-Certificated)	181	10	6	197
Education Program Assistant I (Certificated)	181	10	6	197
Signing Aide	181	10	6	197
Secretary I	181	10	9	200
Secretary II	181	10	9	200

ARTICLE 13 - OVERTIME

- 13.1 The school principal shall approve all overtime requests in consultation with appropriate school division Central Office personnel.
- 13.2 Overtime at a rate 1 1/2 times regular salary will be paid for all hours worked in excess of seven and one-half (7 1/2) hours per day to a maximum of four (4) hours.
- 13.3 The overtime rate for hours worked in excess of the above shall be two (2) times the regular salary.
- 13.4 Instead of salary for overtime, an employee, with the agreement of the school principal, may choose to receive time off at the appropriate overtime rate. The employee and the school principal shall also mutually agree to the time at which the time off will be taken.

ARTICLE 14 - STATUTORY HOLIDAYS

14.1 The following shall be defined as Statutory Holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday**
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and all general holidays proclaimed by the Province of Alberta and/or Government of Canada.

- 14.2 No reduction in wages or the salaries of any employee with more than thirty (30) days service during the preceding twelve (12) months shall be made on account of the above mentioned holidays occurring during the regular work period. No benefit shall be granted to any employee for any such statutory holiday, if the employee is absent the regularly scheduled working day immediately before or immediately following the holiday unless she has prior permission or produces proof of illness for such absence.
- 14.3 Where a Statutory Holiday falls on a Saturday or Sunday or on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular day off in lieu of such holiday. Such day off shall be mutually agreed upon between the employee and her supervisor and shall be taken not later than the end of the subsequent year vacation.
- 14.4 Where a statutory holiday falls at the beginning of a pay period in which the employee has no earnings, payment for the holiday will be made in the next pay period in which the employee has earnings.

ARTICLE 15 - VACATIONS

- 15.1 All regular employees and all regular part time employees shall accumulate vacation pay on the following basis:

Under 1 calendar year of service	4% of gross pay
Over 1 calendar year of service but less than 9 calendar years of service	6% of gross pay
Over 9 calendar years of service	8% of gross pay

- 15.2 Temporary & Casual Employees

Temporary and casual employees shall receive their vacation pay with each monthly payroll in which they have earnings. The rate shall be in accordance with Alberta Labour Standards regulation.

ARTICLE 16 - SICK LEAVE PROVISIONS

- 16.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

16.2 Sick Leave

Sick Leave with pay will be granted on a pro-rata basis. Sick leave with pay will be granted on the basis of two (2) working days per working month cumulative to a maximum of ninety (90) calendar days for each employee. An employee shall apply for Long Term Disability benefits under the Alberta School Employee Benefit Program after ninety (90) calendar days.

16.3 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of her family, an employee shall be entitled, after notifying her supervisor, to use up to the maximum of two (2) accumulated sick leave days per illness for this purpose.

16.4 An employee may be required to produce a certificate from a duly qualified Medical Practitioner for any illness, including illness under Article 16.3 certifying that such employee, or a member of her immediate family, was under medical care and the employee was unable to carry out her duties due to said illness.

16.5 Sick Leave During Lay-Off

When an employee is laid off on account of lack of work, she shall not receive any sick leave credits for the period of such absence but shall retain her accumulative credit, if any, existing at the time of such lay-off.

16.6 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted her sick leave credits may be allowed an extension of her sick leave to a maximum of fifteen (15) working days. Upon her return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half (1/2) of her monthly accumulation. Should an employee leave the employ of the Employer, for any reason, prior to the repayment of the extended sick leave benefit, she shall have the balance of the sick leave deducted from her final pay cheque.

16.7 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing the amount of sick leave accrued to her credit.

ARTICLE 17 - EMPLOYEE BENEFIT PLANS

17.1 Extended Health Care

a) **All employees hired on or before June 14, 2011 shall be eligible for Employee Benefits covered by this Agreement for as long as they remain employed by the Division.**

b) All employees hired after June 14, 2011 who work 0.4615 shall be eligible for Employee Benefits covered by this Agreement.

17.2 Extended Health Care

Participation in the Alberta School Employees Extended Health Care Plan 1, shall be available for all **eligible** employees covered by this Agreement. For employees whose working assignment is .6 or greater of a full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For employees whose working assignment is below .6 of a full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

17.3 Life Insurance and Accidental Death and Dismemberment

All **eligible** employees shall be covered under Schedule 2 or its equivalent of the Alberta School Employees Benefit Plan for Life Insurance and Accidental Death and Dismemberment. For employees whose working assignment is .6 or greater of a full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For employees whose working assignment is below .6 of a full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

17.4 Long Term Disability

All **eligible** employees shall be covered by Long Term Disability benefits under Plan "D" of the Alberta School Employees Benefit Plan. For employees whose working assignment is .6 or greater of a full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For employees whose working assignment is below .6 of a full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

17.5 Dental

All employees shall be covered by Dental Care benefits under Plan "3" of the Alberta School Employee Benefit Plan. For employees whose working assignment is .6 or greater of a full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For employees whose working assignment is below .6 of a full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

17.6 Vision Plan 3

All **eligible** employees shall be covered under Vision Plan "3" of the Alberta School Employees Benefit Plan. For employees whose working assignment is .6 or greater of a full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For employees whose working assignment is below .6 of a full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

17.7 Alberta Health Care

For employees whose working assignment is .6 or greater of a full-time equivalent, the Employer shall contribute ninety percent (90%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement. For employees whose working assignment is below .6 of a full-time equivalent, the Employer shall contribute seventy percent (70%) of the monthly premium for this plan at all times, effective the month following signing of this Agreement.

17.8 Pension Plan

The Local Authorities Pension Plan is applicable to employees covered by this Agreement. Participation in the Plan shall be in accordance with the Local Authorities Pension Plan and its Regulations. Upon completion of one (1) calendar year of service, employees working a minimum of fourteen (14) hours per week shall contribute to the L.A.P.P. As permitted by the L.A.P.P., the employee may choose to buy back the first or probationary year of service. If the employee exercises this option within five (5) years of completion of the first or probationary year, and while still employed, the employer shall contribute the employer's portion of the cost.

ARTICLE 18 - LEAVE OF ABSENCE

18.1 The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time spent.

18.2 Compassionate Leave

Compassionate Leave will be prorated at the employee's full time equivalency. Compassionate Leave will be paid, with benefits and with no loss of service. An employee shall be granted a minimum of five (5) school days, for the death of an employee's spouse, son or daughter, parent, brother, sister, and parent of spouse, and three (3) school days in the case of critical illness of an employee's spouse, son or daughter, parent, brother, sister, and parent of spouse. An employee shall be granted a minimum of three (3) school days for the death of an employee's grandparent, grandchild, grandparent of spouse, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, or other relative who is a member of the employee's household and three (3) school days in the case of critical illness of grandparent, grandchild, grandparent of spouse, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, or other relative who is a member of the employee's household. Where the burial occurs a distance of four hundred (400) kilometres or more from the employee's residence, such leave shall also include reasonable travelling time, not to exceed three (3) school days. One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer provided such employee has the approval of her Supervisor.

18.3 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who as a result of a subpoena, must serve as a juror or witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of her employment with the Employer shall be considered as time worked at the appropriate rate of pay.

18.4 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority where in the opinion of the Board, the requested leave is for good and sufficient cause. Such request shall be in writing.

18.5 Maternity Leave

- a) The employer and employees agree to comply with the Employment Standards Code.

18.6 Adoption Leave

Upon reasonable notice being given to the Employer, an employee shall be granted leave of absence without pay for up to six (6) months immediately following the adoption of a child. The employee shall furnish proof of adoption. The employee shall provide the Employer with at least one (1) month written notice in advance of the date of return to work which shall be mutually agreed. When there is no mutual agreement or subsequent extraordinary circumstances occur, the Employer shall determine the date of return.

18.7 Personal Leave

Upon request to the Principal, with two (2) weeks notice where possible, the employee shall be granted one (1) day personal leave per school year except where circumstances put such a leave in conflict with the interests of the school. In any case, the day shall not be used to extend a holiday period or long weekend except at the discretion of the Superintendent.

Employees shall be entitled to accumulate unused personal leave to a maximum of two (2) days which may be used in any one school year. Part-time employees allocation will be on a pro-rated basis.

ARTICLE 19 - PAYMENT OF WAGES

19.1 Substitute Pay

If any class of employee (casual, regular, regular part time) substitutes on any job during the absence of another employee, she shall receive the start rate for the job or her regular rate whichever is greater for the period of the substitution.

19.2 Conversion to Monthly Salary

The Employer shall pay salaries and wages monthly based on Schedule "A", attached hereto and forming part of this Agreement, and on the following formula:

Employee's hourly rate = a
Hours of work per day = b
Days of work in the year = c

$a*b*c$ = Annual Salary

$\text{Annual Salary}/12$ = Monthly Salary

19.3 The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 20 - JOB SECURITY

- 20.1 In the event that it becomes necessary to subcontract or lease any of the work or services presently being performed by any employee covered under this Agreement, every effort will be made to absorb the employees into other jobs.
- 20.2 Employees whose birthdays fall during the school term (i.e., September 1 to June 30) which would normally dictate retirement in accordance with Canada Pension Plan, shall, if desired, be allowed to continue working until the end of that school term.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 21.2 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee of the Employer, or between the Employer and the Union relating to the interpretation, application or administration of this Agreement, or an allegation that this Agreement has been violated.
- 21.3 The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement in writing to alter the time limits. Failure of an employee or the Union or the Employer to act within the time limits prescribed herein shall mean the grievance is forfeited or processed to the next step, as the case may be.
- 21.4 Complaint Stage

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint. If an employee has a complaint, she shall discuss it with her immediate supervisor within seven (7) working days after the circumstances giving rise to the complaint has originated or occurred. Failing settlement by the immediate supervisor within seven (7) working days, it may then be taken up as a grievance within seven (7) working days following advice of the immediate supervisor's decision in the following manner and sequence.

21.5 Step 1

The employee with the assistance of an employee representative, if desired, may submit a written grievance signed by her to her immediate supervisor on a form supplied by the Union. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the grievance. The immediate supervisor will deliver his decision in writing within seven (7) days following the day on which the grievance was presented to him. Failing settlement, then:

21.6 Step II

Within fourteen (14) days following the decision under Step I, the employee and/or the representative may submit the written grievance to the Secretary-Treasurer of the Employer. The Secretary-Treasurer of the Employer will deliver his decision in writing within ten (10) days from the date on which the written grievance was presented to him. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

21.7 Step III

Within fourteen (14) days following the decision reached under Step II, written application shall be made to the Board of Trustees of the Golden Hills School Division No. 75 stating the grievance concerned and a hearing shall be granted by said Board at either:

- 1) the next regular meeting of the Board of Trustees of the Golden Hills School Division No. 75 or,
- 2) a special meeting of the Board of Trustees of the Golden Hills School Division No. 75 held within two weeks of the application; or
- 3) a meeting within two (2) weeks with a specially appointed committee of the Board of Trustees of the Golden Hills School Division No. 75 such committee having the power to reach an agreement.

Failing settlement; then:

21.8 Step IV

Within fourteen (14) days following the decision under Step III, either party may notify the other in writing of its desire to submit the grievance to Arbitration, provided the grievance has been properly processed according to the provisions required by the grievance procedure. Such written notice shall specify the nature of the grievance, the Article or Articles of this Agreement upon which the grievance is based, the redress sought and the name of the party's appointee to the Arbitration Board.

- 21.9 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps I and II of this Article.
- 21.10 After the complaint stage, replies to a grievance shall be in writing at all subsequent steps.
- 21.11 A grievance settled satisfactorily within the time limits allowed shall date from the time that the grievance was filed.
- 21.12 The Employer shall supply the necessary facilities for the grievance meeting.

ARTICLE 22 - ARBITRATION

- 22.1 No matter may be submitted to Arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 22.2 The recipient of the written notice specified in Step IV of the Grievance Procedure shall within fifteen (15) days following receipt of said notice, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them appoint a third person as Chairman.
- 22.3 The Arbitration Board shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement.

ARTICLE 23 - TERM OF AGREEMENT

- 23.1 This Agreement shall be binding and remain in effect from September 1, 2010 to August 31, 2012 and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, that it wishes to commence collective bargaining.
- 23.2 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 23.3 Either party desiring to propose changes or amendments to this Agreement shall within a period of sixty (60) days or not more than ninety (90) days prior to the termination date, give notice, in writing, to the other party of all the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Agreement.

23.4 It is agreed, however, that where such notice requests revisions only, the following conditions shall apply:

- a) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revisions in terms, mutually agreed upon, shall be as specified.

ARTICLE 24 - GENERAL

24.1 It is understood that any reference to the female gender also applies to the male gender.

SIGNED ON BEHALF OF THE GOLDEN HILLS SCHOOL DIVISION NO. 75

Edna F. West

Tahira Saber

Rhonda Brannon

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2347

L. Kommander

M. McCall

James

Robert

June 21 / 2011

DATE

June 23 / 2011

DATE

SCHEDULE A

Effective September 1, 2010 2%

DESCRIPTION	0	1	2	3	4	5
Education Program Assistant II (Non-Certificated)	13.88	14.62	15.35	16.08	16.81	17.52
Education Program Assistant I (Certificated)	15.64	16.38	17.13	17.87	18.63	19.35
Secretary I	16.23	16.96	17.69	18.42	19.15	19.91
Secretary II	14.74	15.46	16.22	16.96	17.70	18.42
Signing Aide	18.97	20.09	21.21	22.30	23.43	24.53

Effective September 1, 2011 1.75%

DESCRIPTION	0	1	2	3	4	5
Education Program Assistant II (Non-Certificated)	14.13	14.87	15.62	16.36	17.10	17.83
Education Program Assistant I (Certificated)	15.91	16.67	17.43	18.18	18.95	19.69
Secretary I	16.51	17.26	18.00	18.74	19.48	20.26
Secretary II	15.00	15.73	16.50	17.26	18.01	18.74
Signing Aide	19.30	20.45	21.58	22.69	23.84	24.96

NOTE 1: Grid advancement, beyond Level "2" will be contingent on both experience and completion of Level "5" American Sign Language Certification (A.S.L.).

NOTE 2: Employees involved in a job placement which requires a blending of two pay rates, shall not suffer a reduction in their rate of pay.

LETTER OF UNDERSTANDING

Between

Golden Hills School Division # 75
(hereinafter called the "Employer")

And

Canadian Union of Public Employees (CUPE) Local 2347
(hereinafter called the "Union")

RE: LAYOFF AND RECALL PROCEDURE

The parties agree to develop a process to further define the role of seniority in lay-off and recall referenced in Articles 9.3 and 9.4 with a view to amending the contract language to reflect the process.

The principles guiding the process are:

- Layoff will occur in the reverse order of seniority by department.
- Recall will occur in the order of seniority.
- No new employees will be hired for the period of one year until all those laid off possessing the required qualifications have been given an opportunity of recall.
- When an employee is laid off they will be given the opportunity to provide to the employer the following information to help facilitate their recall to work:
 - Intent to accept recall into any position offered
 - Ways in which the employee can be contacted during the period of lay-off (this information can be updated at any time by the employee during the period of lay-off by contacting Administration)
- An employee remains on the recall list until they are recalled into a position or combination of positions with the same number of hours they worked at the time of lay-off or for one year, whichever comes first
- An employee who accepts recall into a position or combination of positions with less than the number of hours they worked at the time of lay-off remains on the recall list until they are offered the same number of hours they worked at the time of lay-off.
- An employee who refuses recall into a position or combination of positions with the same number of hours they worked at the time of lay-off or an employee who fails to return to work within seven (7) calendar days after being notified to do so, unless through sickness, resignation or other just cause, will lose their seniority rights and be removed from the recall list.

.../2

- An employee who refuses recall into a position or combination of positions with less than the number of hours they worked at the time of lay-off remains on the recall list for a period of one year.
- When recalling employees the employer will make every reasonable effort to contact the employee:
 - Through the contact information provided by the employee
 - With the assistance of the Union
- An employee will be given seven (7) days to respond to an offer of recall and return to work, unless extenuating circumstances prevent the employee from responding.
 - The intent of recall notification is to give employees every opportunity to return to work for the District.

SIGNED ON BEHALF OF THE GOLDEN HILLS SCHOOL DIVISION NO. 75

Edna F. Holt
Tabwa Sabur
Rhonda Branson

June 21/2011
DATE

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2347

L. Komarowski
CMH
Joseph
Keefe

June 23/2011
DATE

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